

**UNITED STATES DISTRICT COURT  
DISTRICT OF MAINE**

**CIVIL ACTION NO:**

FEDERAL NATIONAL MORTGAGE  
ASSOCIATION,

Plaintiff,

v.

DOREEN L. WILSON A/K/A DOREEN  
WILSON,

Defendant.

**PLAINTIFF'S COMPLAINT FOR FORECLOSURE**

NOW COMES the Plaintiff, Federal National Mortgage Association, by and through its attorneys, Bendett & McHugh, P.C., and complains against the Defendant pursuant to 14 M.R.S. § 6321 et seq., saying further as follows:

**JURISDICTION AND VENUE**

1. This Court has diversity jurisdiction over this action pursuant 28 U.S.C. § 1332 because the Plaintiff and Defendant are citizens of different states and the matter in controversy exceeds the sum or value of seventy-five thousand dollars (\$75,000.00), exclusive of interest and costs. Any Court of the United States, upon the filing of an appropriate pleading, may declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought under 28 U.S.C. § 2201.

2. Venue is properly exercised pursuant to 28 U.S.C. §1391(b)(2) insofar as all or a substantial portion of the events that give rise to the Plaintiff's claims transpired in Maine and the subject property is located in Maine.

### PARTIES

3. Federal National Mortgage Association, ("Plaintiff") is organized and existing under the laws of the United States of America, having a principal place of business at 3900 Wisconsin Avenue, NW, Washington, DC 20016-3899.
4. Doreen L. Wilson a/k/a Doreen Wilson, ("Defendant") who, upon information and belief, resides at 4 Trafton Street, Cornish, ME 04020.

### FACTS

5. Defendant Doreen L. Wilson a/k/a Doreen Wilson is the owner of certain real property located at 4 Trafton Street, Cornish, Maine (the "Premises") by virtue of a deed from Gerald Anderson, dated October 27, 2004, and recorded in the York County Registry of Deeds on October 29, 2004 in Book 14270 at Page 582 and being more particularly described by the attached legal description attached hereto as Exhibit C.
6. On December 22, 2006, Defendant Doreen L. Wilson a/k/a Doreen Wilson executed and delivered to GN Mortgage, LLC a certain promissory note in the original principal amount of \$110,000.00 (the "Note"). A true and correct copy of the Note is attached hereto as Exhibit B.

7. The Plaintiff is entitled to enforce the Note as the Note was endorsed to Guaranty Bank, F.S.B, thereafter endorsed to Countrywide Bank, N.A., thereafter endorsed to Countrywide Home Loans, Inc. and subsequently endorsed in blank.
8. Plaintiff certifies that the owner of the Note is Federal National Mortgage Association.
9. To secure said Note, in the amount of \$110,000.00, Defendant executed and delivered a Mortgage in favor of Mortgage Electronic Registration Systems, Inc., as nominee for GN Mortgage, LLC, dated December 22, 2006 and recorded on January 8, 2007 in the York County Registry of Deeds in Book 15055 at Page 631 securing the property located at 4 Trafton Street, Cornish, ME, 04020 (the "Mortgage"). A true and correct copy of the Mortgage is attached hereto as Exhibit C.
10. Said loan was modified by a Loan Modification Agreement effective April 1, 2009, which increased the unpaid principal balance to \$113,306.34. A true and correct copy of the Loan Modification Agreement is attached hereto as Exhibit D.
11. Said Mortgage was assigned from Mortgage Electronic Registration Systems, Inc., to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP by an Assignment of Mortgage, dated June 8, 2009 and recorded on July 17, 2009 in Book 15684 at Page 88 of the York County Registry of Deeds. A true and correct copy of the Assignment of Mortgage is attached hereto as Exhibit E1.
12. Said Mortgage was then further assigned from Bank of America, N.A., fka BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP to Green Tree Servicing LLC by an Assignment of Mortgage, dated May 16, 2013 and recorded on June

11, 2013 in Book 16620 at Page 338 of the York County Registry of Deeds. A true and correct copy of the Assignment of Mortgage is attached hereto as Exhibit E2.

13. Said Mortgage was then further assigned from Ditech Financial LLC f/k/a Green Tree Servicing LLC to Plaintiff by an Assignment of Mortgage, dated October 23, 2015 and recorded on November 4, 2015 in Book 17128 at Page 928 of the York County Registry of Deeds. A true and correct copy of the Assignment of Mortgage is attached hereto as Exhibit E3.

14. Said Mortgage was then further assigned from GN Mortgage, LLC to Plaintiff Federal National Mortgage Association by a Quitclaim Assignment of Mortgage, dated June 30, 2017 and recorded on June 19, 2017 in Book 17518 at Page 601 of the York County Registry of Deeds and a subsequent confirmatory assignment, dated January 26, 2018, was recorded on February 20, 2018 in Book 17663 at Page 348 of the York County Registry of Deeds. A true and correct copy of the Assignments of Mortgage are attached hereto as Exhibit E4 and Exhibit E5.

15. Plaintiff Federal National Mortgage Association, directly or through its agent, is in possession of the original Note, Mortgage and any assignments.

16. Plaintiff is the party entitled to collect the debt evidenced by said Note, is the party entitled to enforce the Mortgage, and has the right to foreclose the Mortgage.

17. Doreen L. Wilson a/k/a Doreen Wilson is presently in default of the Note, having failed to make the monthly payment due August 1, 2013, and having failed to make all payments due thereafter. As a result thereof, Defendant has breached a condition of the Mortgage.

18. In compliance with the Note and Mortgage and 14 M.R.S.A. § 6111, on or about June 26, 2018, as a result of Defendant Doreen L. Wilson a/k/a Doreen Wilson's failure to pay the monthly installment due on August 1, 2013, Plaintiff caused a Notice of Default to be sent to the mortgagor by certified mail, return receipt requested (herein after referred to as the "Demand Letter"). A true and correct copy of the Demand Letter is attached hereto as Exhibit F.
19. Defendant Doreen L. Wilson a/k/a Doreen Wilson has failed to cure the default prior to the expiration of the Demand Letter. In accordance with the Note and the Mortgage, the Plaintiff has declared the entire principal amount outstanding, accrued interest thereon, and all other sums due under the Note and Mortgage to be presently due and payable.
20. The total unpaid principal balance owed under the Note and Mortgage as of September 12, 2018, is \$109,148.16 plus interest, late charges, expenses and reasonable attorney's fees and costs.
21. Plaintiff anticipates that additional disbursements will be made for attorney's fees and other services rendered during the foreclosure and sale.
22. Upon information and belief, Defendant Doreen L. Wilson a/k/a Doreen Wilson, is presently in possession of the subject property originally secured by the Mortgage.

COUNT I – FORECLOSURE

23. Plaintiff Federal National Mortgage Association repeats and re-alleges paragraphs 1 through 22 as if fully set forth herein.
24. This is an action for foreclosure respecting a real estate related mortgage and title located at 4 Trafton Street, Cornish, ME, 04020, County of York, and State of Maine.

25. Plaintiff Federal National Mortgage Association is the holder of the Note referenced in Paragraph 9 pursuant to endorsement by the previous holder and physical possession of the Note. As such, Plaintiff has the right to foreclosure upon the subject property.
26. Federal National Mortgage Association is the current owner and investor of the aforesaid Mortgage and Note.
27. Defendant is presently in default on said Mortgage and Note, having failed to make the monthly payment due August 1, 2013, and all subsequent payments, and, therefore, have breached the condition of the Mortgage and Note.
28. The total unpaid principal balance owed under the Note and Mortgage as of September 12, 2018, is \$109,148.16 plus interest, late charges, expenses and reasonable attorney's fees and costs.
29. The record established through the York County Registry of Deeds indicates that there are no public utility easements recorded subsequent to the Mortgage and prior to the commencement of these proceedings affecting the mortgaged premises at issue herein.
30. By virtue of the Defendant's breach of condition, the Plaintiff, Federal National Mortgage Association, hereby demands a foreclosure on said real estate.
31. Notice in conformity with 14 M.R.S.A. §6111 was sent to the Defendants, Doreen L. Wilson a/k/a Doreen Wilson, on June 26, 2018 as evidenced by the Certificate of Mailing. A true and correct copy of the notice and Certificate of Mailing are attached here to as Exhibit F and Exhibit G.
32. The Defendant, Doreen L. Wilson a/k/a Doreen Wilson, is not in the Military as evidenced by the attached Exhibit H.

PRAYERS FOR RELIEF

WHEREFORE, Plaintiff, Federal National Mortgage Association  
prays this Honorable Court:

- a. Find that the Defendants entered into a contract for a sum certain in exchange for a security interest in the subject property.
- b. Determine that there has been a breach of condition of the Mortgage;
- c. Find that Plaintiff, Federal National Mortgage Association, is entitled to enforce the terms and conditions of the Note and Mortgage;
- d. Determine the amounts due under the Note and secured by the Mortgage, including principal, interest, reasonable attorney's fees, court costs and other expenses;
- e. Find that the Defendant is liable for any deficiency balance remaining due to Plaintiff after the sale of the mortgaged real estate and application of the proceeds of sale;
- f. Issue a Judgment of Foreclosure and Sale in conformity with Title 14, M.R.S. § 6322;
- g. Order exclusive possession of the real estate to Plaintiff upon the expiration of the statutory ninety (90) day period of redemption and direct the clerk to issue a Writ of Possession at the request of Plaintiff;
- h. Find that by virtue of the Note and Mortgage, the Defendant, Doreen L. Wilson a/k/a Doreen Wilson, has been unjustly enriched at the Plaintiff's expense; and

- i. Order such other and further relief as this Honorable Court deems just and proper.

Respectfully submitted,

Federal National Mortgage Association

By its Attorneys, BENDETT & MCHUGH, P.C.

Dated: 9/12/2018

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